

Linda J. Lynch, Esq., SBN: 88811
John A. Shupe, Esq., SBN: 87716
Eric K. Shiu, Esq., SBN: 156167
LYNCH AND SHUPE, LLP
700 Airport Blvd., Suite 410
Burlingame, CA 94010
Telephone: (650) 579-5950
Facsimile: (650) 579-0300

Attorneys for Defendants CABRILLO COMMUNITY
COLLEGE DISTRICT, THOMAS MCKAY,
DOROTHY NUNN and ANNE LUCERO

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

GREGORY NICHOLAS STESHENKO,

Plaintiff,

v.

THOMAS MCKAY, DOROTHY NUNN and
ANNE LUCERO, of the Cabrillo Community
College District; CABRILLO COMMUNITY
COLLEGE DISTRICT; KRISTINE SCOPAZZI,
BERTHALUPE CARRILLO, and JANE DOE,
of Watsonville Community Hospital;
WATSONVILLE COMMUNITY HOSPITAL,

Defendants.

CASE NO: C 09 05543 RS

STIPULATED PROTECTIVE ORDER

1.0 PURPOSES AND LIMITATIONS

Plaintiff GREGORY NICHOLAS STESHENKO seeks the disclosure, discovery and production of certain information which Defendants claim are confidential, proprietary, or private and which need special protection from public disclosure and from use for any purpose other than prosecuting this litigation, to wit: **The names and last known contact details of the students enrolled in the nursing program class Plaintiff was in at Cabrillo Community College who interacted with Plaintiff and witnessed the events in the clinical and/or other portions of the nursing program that gave rise to the above-entitled civil action (hereinafter, "the Subject Information").** Accordingly, the parties hereby stipulate to and petition the Court to enter the

Lynch and Shupe, LLP
700 Airport Blvd., Suite 410
Burlingame, CA 94010
(650) 579-5950

1 following Stipulated Order compelling production of the Subject Information located by defendants.
 2 The parties acknowledge that this Order does not confer blanket protections on all disclosures or
 3 responses to discovery and that the protection it affords extends only to the limited information or
 4 items that are entitled to the applicable legal principles to treatment as confidential, defined herein as
 5 the Subject Information. The parties further acknowledge, as set forth in Section 10.0, below, that
 6 this Stipulated Protective Order creates no entitlement to file confidential information under seal;
 7 Civil Local Rule 79-5 sets forth the procedures that must be followed and reflects the standards that
 8 will be applied when a party seeks permission from the court to file material under seal.

9 2.0 DEFINITIONS

10 2.1 PARTY or PARTIES: any party to this action, including all of its officers, directors,
 11 employees, consultants, retained experts, and outside counsel (and their support staff).

12 2.2 DISCLOSURE MATERIAL: all those items, records or information, regardless of the
 13 medium or manner generated, stored, or maintained (including, among other things, testimony,
 14 transcript, or tangible things) that are produced or generated in disclosures or responses to this
 15 Stipulated Protective Order.

16 2.3 CONFIDENTIAL INFORMATION or ITEMS: information (regardless of how
 17 generated, stored or maintained) or tangible things that qualify for protection under standards
 18 developed under F.R.Civ.P. 26(c).

19 2.4 HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY INFORMATION or
 20 ITEMS: extremely sensitive CONFIDENTIAL INFORMATION or ITEMS whose disclosure to
 21 another Party or non-party would create a substantial risk of serious injury that could not be avoided
 22 by less restrictive means.

23 2.5 RECEIVING PARTY: a PARTY that receives DISCLOSURE from a PRODUCING
 24 PARTY.

25 2.6 PRODUCING PARTY: a PARTY or non-party that produces DISCLOSURE
 26 MATERIAL in this action.

27 2.7 DESIGNATING PARTY: a PARTY or non-party that designates information or
 28 items that it produces in disclosures as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –

1 ATTORNEYS' EYES ONLY."

2 2.8 PROTECTED MATERIAL: any DISCLOSURE MATERIAL that is designated as
3 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY."

4 2.9 OUTSIDE COUNSEL: attorneys who are not employees of a PARTY but who are
5 retained to represent or advise a PARTY in this action.

6 2.10 HOUSE COUNSEL: attorneys who are employees of a PARTY.

7 2.11 COUNSEL (without qualifier): OUTSIDE COUNSEL and HOUSE COUNSEL (as
8 well as their support staff).

9 2.12 EXPERT: a person with specialized knowledge or experience in a matter pertinent to
10 the litigation who has been retained by a PARTY or its counsel to serve as an expert witness or as a
11 consultant in this action and who is not a past or a current employee of a PARTY or of a competitor
12 of a PARTY and who, at the time of retention, is not anticipated to become an employee of a
13 PARTY or a competitor of a PARTY. This definition includes a professional jury or trial consultant
14 retained in connection with this litigation.

15 2.13 PROFESSIONAL VENDORS: persons or entities that provide litigation support
16 services (e.g., photocopying; videotaping; translating; preparing exhibits or demonstrations;
17 organizing, storing, retrieving data in any form or medium; etc.) and their employees and
18 subcontractors.

19 **3.0 SCOPE**

20 The protections conferred by this Stipulation and Order cover not only PROTECTED
21 MATERIALS (as defined above), but also any information copied or extracted therefrom, as well as
22 all copies, excerpts, summaries, or compilations thereof, plus testimony (including deposition
23 testimony), conversations, or presentations by PARTIES or COUNSEL to or in court or in other
24 settings that might reveal PROTECTED MATERIAL.

25 **4.0 DURATION**

26 Even after the termination of this litigation, the confidentiality obligations imposed by this
27 Order shall remain in effect until a DESIGNATING PARTY agrees otherwise in writing or a court
28 order otherwise directs.

Lynch and Shupe, LLP
700 Airport Blvd., Suite 410
Burlingame, CA 94010
(650) 579-5950

1 **5.0 DESIGNATING PROTECTIVE MATERIAL**

2 **5.1 EXERCISE OF RESTRAINT AND CARE IN DESIGNATING MATERIAL FOR**
3 **PROTECTION.** Each PARTY or non-party that designates information or items for protection under
4 this Order must take care to limit any such designation to specific material that qualifies under the
5 appropriate standards. A DESIGNATING PARTY must take care to designate for protection only
6 those parts of material, documents, items, or oral or written communications that qualify – so that
7 other portions of the material, documents, items, or communications for which protection is not
8 warranted are not swept unjustifiably within the ambit of this Order. For the purposes of
9 implementing this Order the Defendants appropriately designate all of the Subject
10 Information as qualifying for the protections given hereunder.

11 Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown
12 to be clearly unjustified, or that have been made for an improper purpose (e.g., to unnecessarily
13 encumber or retard the case development process, or to impose unnecessary expenses and burdens on
14 other parties), expose the DESIGNATING PARTY to sanctions.

15 If it comes to a PARTY's or non-party's attention that information or items that it designated
16 for protection do not qualify for protection at all, or do not qualify for the level of protection initially
17 asserted, that PARTY or non-party must promptly notify all other PARTIES that it is withdrawing
18 the mistaken designation.

19 **5.2 MANNER AND TIMING OF DESIGNATIONS.** Except as otherwise provided in
20 this Order (*see, e.g.,* second paragraph of Section 5.2(a), below), or as otherwise stipulated or
21 ordered, material that qualifies for protection under this Order must be clearly so designated before
22 the material is disclosed or produced.

23 Designation in conformity with this Order requires:

24 (a) For information in documentary form (apart from transcripts of depositions or other
25 pre-trial or trial proceedings), that the PRODUCING PARTY affix the legend "CONFIDENTIAL"
26 or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" at the top of each page that
27 contains PROTECTED MATERIAL. If only a portion or portions of the material on a page qualifies
28 for protection, the PRODUCING PARTY also must clearly identify the protected portion(s) (e.g., by

1 making appropriate markings in the margins) and must specify, for each portion,
2 the level of protection being asserted (either "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –
3 ATTORNEYS' EYES ONLY").

4 A PARTY or non-party that makes original documents or materials available for inspection
5 need not designate them for protection until after the inspecting PARTY has indicated which
6 material it would like copied and produced. During the inspection and before the designation, all of
7 the material made available for inspection shall be deemed "HIGHLY CONFIDENTIAL –
8 ATTORNEYS' EYES ONLY." After the inspecting PARTY has identified the documents it wants
9 copied and produced, the PRODUCING PARTY must determine which documents, or portions
10 thereof, qualify for protection under this Order, then, before producing the specified documents, the
11 PRODUCING PARTY must affix the appropriate label ("CONFIDENTIAL" or "HIGHLY
12 CONFIDENTIAL – ATTORNEYS' EYES ONLY") at the top of each page that contains
13 PROTECTED MATERIAL. If only a portion or portions of the material on a page qualifies for
14 protection, the PRODUCING PARTY also must clearly identify the protected portion(s) (e.g., by
15 making appropriate markings in the margins) and must specify, for each portion, the level of
16 protection being asserted (either "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –
17 ATTORNEYS' EYES ONLY").

18 (b) for testimony given in deposition or in other pre-trial or trial proceedings, that the
19 PARTY or non-party offering or sponsoring the testimony identify on the record, before the close of
20 the deposition, hearing, or other proceeding, all protected testimony, and further specify any portions
21 of the testimony that qualify as "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY."
22 When it is impractical to identify separately each portion of testimony that is entitled to protection,
23 and when it appears that substantial portions of the testimony may qualify for protection, the PARTY
24 or non-party that sponsors, offers, or gives the testimony may invoke on the record (before the
25 deposition or proceeding is concluded) a right to have up to 20 days to identify the specific portions
26 of the testimony as to which protection is sought and to specify the level of protection being asserted
27 ("CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"). Only those
28 portions of the testimony that are appropriately designated for protection within the 20 days shall be

Lynch and Shupe, LLP
700 Airport Blvd., Suite 410
Burlingame, CA 94010
(650) 579-9950

1 covered by the provisions of this Stipulated Protective Order.

2 Transcript pages containing PROTECTED MATERIAL must be separately bound by the
3 court reporter, who must affix to the top of each such page the legend "CONFIDENTIAL" or
4 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," as instructed by the PARTY or non-
5 party offering or sponsoring the witness or presenting the testimony.

6 (c) for information produced in some form other than documentary, and for any other
7 tangible items, that the PRODUCING PARTY affix in a prominent place on the exterior of the
8 container or containers in which the information or item is stored the legend "CONFIDENTIAL" or
9 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY." If only portions of the information
10 or item warrant protection, the PRODUCING PARTY, to the extent practicable, shall identify the
11 protected portions, specifying whether they qualify as "CONFIDENTIAL" or as "HIGHLY
12 CONFIDENTIAL – ATTORNEYS' EYES ONLY."

13 5.3 INADVERTENT FAILURES TO DESIGNATE. If timely corrected, an inadvertent
14 failure to designate information or items as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –
15 ATTORNEYS' EYES ONLY" does not, standing alone, waive the DESIGNATING PARTY's right
16 to secure protection under this Order for such material. If material is appropriately designated as
17 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" after the
18 material was initially produced, the RECEIVING PARTY, on timely notification of the designation,
19 must make reasonable efforts to assure that the material is treated in accordance with the provisions
20 of this Order.

21 6.0 CHALLENGING CONFIDENTIALITY DESIGNATIONS

22 6.1 TIMING OF CHALLENGES. Unless a prompt challenge to a DESIGNATING
23 PARTY's confidentiality designation is necessary to avoid foreseeable substantial unfairness,
24 unnecessary economic burdens, or a later significant disruption or delay of the litigation, a PARTY
25 does not waive its right to challenge a confidentiality designation by electing not to mount a
26 challenge promptly after the original designation is disclosed.

27 6.2 MEET AND CONFER. A PARTY that elects to initiate a challenge to a
28 DESIGNATING PARTY's confidentiality designation must do so in good faith and must begin the

Lynch and Shupe, LLP
700 Airport Blvd., Suite 410
Burlingame, CA 94010
(650) 579-9950

1 process by conferring directly (in voice-to-voice dialogue; other forms of communications are not
2 sufficient) with COUNSEL for the DESIGNATING PARTY. In conferring, the challenging PARTY
3 must explain the basis for its belief that the confidentiality designation was not proper and must give
4 the DESIGNATING PARTY an opportunity to review the designated material, to reconsider the
5 circumstances, and, if no change in designation is offered, to explain the basis for the chosen
6 designation. A challenging PARTY may proceed to the next stage of the challenge process only if it
7 has engaged in this meet and confer process first.

8 6.3 JUDICIAL INTERVENTION. A PARTY that elects to press a challenge to a
9 confidentiality designation after considering the justification offered by the DESIGNATING PARTY
10 may file and serve a motion under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5,
11 if applicable) that identifies the challenged material and sets forth in detail the basis for the
12 challenge. Each such motion must be accompanied by a competent declaration that affirms the
13 movant has complied with the meet and confer requirements imposed in the preceding paragraph and
14 that sets forth with specificity the justification for the confidentiality designation that was given by
15 the DESIGNATING PARTY in the meet and confer dialogue.

16 The burden of persuasion in any such challenge shall be on the DESIGNATING PARTY.
17 Until the Court rules on the challenge, all parties shall continue to afford the material in question the
18 level of protection to which it is entitled under the PRODUCING PARTY's designation.

19 **7.0 ACCESS TO AND USE OF PROTECTED MATERIAL**

20 7.1 BASIC PRINCIPLES. A RECEIVING PARTY may use PROTECTED MATERIAL
21 that is produced by another PARTY or by a non-party in connection with this case only for
22 prosecuting, defending, or attempting to settle this litigation. Such PROTECTED MATERIAL may
23 be disclosed only to the categories of persons and under the conditions described in this Order.
24 When the litigation has been terminated, a RECEIVING PARTY must comply with the provisions of
25 Section 11.0, below (FINAL DISPOSITION).

26 PROTECTED MATERIAL must be stored and maintained by a RECEIVING PARTY at a
27 location and in a secure manner that ensures that access is limited to the persons authorized under
28 this Order.

1 7.2 DISCLOSURE OF "CONFIDENTIAL" INFORMATION or ITEMS. Unless
2 otherwise ordered by the court or permitted in writing by the DESIGNATING PARTY, a
3 RECEIVING PARTY may disclose any information or item designated CONFIDENTIAL only to:

4 (a) the RECEIVING PARTY's OUTSIDE COUNSEL of record in this action, as well as
5 employees of said COUNSEL to whom it is reasonably necessary to disclose the information for this
6 litigation and who have signed the "Acknowledgment and Agreement to be Bound by Protective
7 Order" that is attached hereto as Exhibit A;

8 (b) the officers, directors, and employees (including HOUSE COUNSEL) of the
9 RECEIVING PARTY to whom disclosure is reasonably necessary for this litigation and who have
10 signed the "Acknowledgment and Agreement to be Bound by Protective Order" (Exhibit A);

11 (c) EXPERTS (as defined in this Order) of the RECEIVING PARTY to whom disclosure
12 is reasonably necessary for this litigation and who have signed the "Acknowledgment and
13 Agreement to be Bound by Protective Order" that is attached hereto as Exhibit A;

14 (d) the Court and its personnel;

15 (e) court reporters, their staffs, and PROFESSIONAL VENDORS to whom disclosure is
16 reasonably necessary for this litigation and who have signed the "Acknowledgment and Agreement
17 to be Bound by Protective Order" that is attached hereto as Exhibit A;

18 (f) during their depositions, witnesses in the action to whom disclosure is reasonably
19 necessary and who have signed the "Acknowledgment and Agreement to be Bound by Protective
20 Order" (Exhibit A). Pages of transcribed deposition testimony or exhibits to depositions that reveal
21 PROTECTED MATERIAL must be separately bound by the court reporter and may not be disclosed
22 to anyone except as permitted under this Stipulated Protective Order.

23 (g) the author of the document or the original source of the information.

24 7.3 DISCLOSURE OF "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"
25 INFORMATION or ITEMS. Unless otherwise ordered by the court or permitted in writing by the
26 DESIGNATING PARTY, a RECEIVING PARTY may disclose any information or item designated
27 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" only to:

28 (a) the RECEIVING PARTY's OUTSIDE COUNSEL of record in this action, as well as

employees of said COUNSEL to whom it is reasonably necessary to disclose the information for this litigation and who have signed the "Acknowledgment and Agreement to be Bound by Protective Order" that is attached hereto as Exhibit A;

(b) EXPERTS (as defined in this Order) (1) to whom disclosure is reasonably necessary for this litigation; (2) who have signed the "Acknowledgment and Agreement to be Bound by Protective Order" (Exhibit A); and (3) as to whom the procedures set forth in Paragraph 7.4, below, have been followed;

(c) the Court and its personnel;

(d) court reporters, their staffs, and PROFESSIONAL VENDORS to whom disclosure is reasonably necessary for this litigation and who have signed the "Acknowledgment and Agreement to be Bound by Protective Order" (Exhibit A); and

(e) the author of the document or the original source of the information.

7.4 PROCEDURES FOR APPROVING DISCLOSURE OF "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" INFORMATION OR ITEMS TO EXPERTS

(a) Unless otherwise ordered by the court or agreed in writing by the DESIGNATING PARTY, a PARTY that seeks to disclose to an EXPERT (as defined in this Order) any information or item that has been designated "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" first must make a written request to the DESIGNATING PARTY that (1) identifies the specific HIGHLY CONFIDENTIAL information that the RECEIVING PARTY seeks permission to disclose to the EXPERT; (2) sets forth the full name of the EXPERT and the city and state of his or her primary residence; (3) attaches a copy of the EXPERT's current resume; (4) identifies the EXPERT's current employer; (5) identifies each person or entity from whom the EXPERT has received compensation for work in his or her areas of expertise or to whom the expert has provided professional services at any time during the preceding five years; and (6) identifies (by name and number of the case, filing date, and location of court) any litigation in connection with which the EXPERT has provided any professional services during the preceding five years.

(b) A PARTY that makes a request and provides the information specified in the preceding paragraph may disclose the subject PROTECTED MATERIAL to the identified EXPERT

1 unless, within seven (7) court days of delivering the request, the PARTY receives a written objection
 2 from the DESIGNATING PARTY. Any such objection must set forth in detail the grounds on
 3 which it is based.

4 (c) A PARTY that receives a timely written objection must meet and confer with the
 5 DESIGNATING PARTY (through direct voice-to-voice dialogue) to try to resolve the matter by
 6 agreement. If no agreement is reached, the PARTY seeking to make the disclosure to the EXPERT
 7 may file a motion as provided in Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5,
 8 if applicable) seeking permission from the court to do so. Any such motion must describe the
 9 circumstances with specificity, set forth in detail the reasons for which the disclosure to the EXPERT
 10 is reasonably necessary, assess the risk of harm that the disclosure would entail and suggest any
 11 additional means that might be used to reduce that risk. In addition, any such motion must be
 12 accompanied by a competent declaration in which the movant describes the PARTIES' efforts to
 13 resolve the matter by agreement (*i.e.*, the extent and the content of the meet and confer
 14 discussions) and sets forth the reasons advanced by the DESIGNATING PARTY for its refusal to
 15 approve the disclosure.

16 In any such proceeding, the PARTY opposing disclosure to the EXPERT shall bear the
 17 burden of proving that the risk of harm that the disclosure would entail (under the safeguards
 18 proposed) outweighs the RECEIVING PARTY's need to disclose the PROTECTED MATERIAL to
 19 its EXPERT.

20 **8.0 PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**
 21 **OTHER LITIGATION.**

22 If a RECEIVING PARTY is served with a subpoena or an order issued in other litigation that
 23 would compel disclosure of any information or items designated in this action as
 24 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," the
 25 RECEIVING PARTY must so notify the DESIGNATING PARTY, in writing (by fax, if possible)
 26 immediately and in no event more than three (3) court days after receiving the subpoena or order.
 27 Such notification must include a copy of the subpoena or court order.

28 The RECEIVING PARTY also must immediately inform in writing the PARTY who caused

Lynch and Shupe, LLP
 700 Airport Blvd., Suite 410
 Burlingame, CA 94010
 (650) 579-9950

1 the subpoena or order to issue in the other litigation that some or all of the material covered by the
2 subpoena or order is the subject of this Protective Order. In addition, the RECEIVING PARTY must
3 deliver a copy of this Stipulated Protective Order promptly to the PARTY in the other action that
4 caused the subpoena or order to issue.

5 The purpose of imposing these duties is to alert the interested PARTIES to the existence of
6 this Protective Order and to afford the DESIGNATING PARTY in this case an opportunity to try to
7 protect its confidentiality interests in the court from which the subpoena or order issued. The
8 DESIGNATING PARTY shall bear the burdens and the expenses of seeking the protection in that
9 court of its confidential material -- and nothing in these provisions should be construed as authorizing
10 or encouraging the RECEIVING PARTY in this action to disobey a lawful directive from another
11 court.

12 9.0 UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL.

13 If a RECEIVING PARTY learns that, by inadvertence or otherwise, it has disclosed
14 PROTECTED MATERIAL to any person or in any circumstance not authorized under this
15 Stipulated Protective Order, the RECEIVING PARTY must immediately (a) notify in writing the
16 DESIGNATING PARTY of the unauthorized disclosures; (b) use its best efforts to retrieve all
17 copies of the PROTECTED MATERIAL; (c) inform the person or persons to whom unauthorized
18 disclosures were made of all the terms of this Order; and (d) request such person or persons to
19 execute the "Acknowledgment and Agreement to be Bound" that is attached hereto as Exhibit A.

20 10.0 FILING PROTECTED MATERIAL.

21 Without written permission from the DESIGNATING PARTY or a court order secured after
22 appropriate notice to all interested persons, a PARTY may not file in the public record in this action
23 any PROTECTED MATERIAL. A PARTY that seeks to file under seal any PROTECTED
24 MATERIAL must comply with Civil Local Rule 79-5.

25 11.0 FINAL DISPOSITION.

26 Unless otherwise ordered or agreed in writing by the PRODUCING PARTY, within
27 sixty (60) days after the final termination of this action, each RECEIVING must return all
28 PROTECTED MATERIAL to the PRODUCING PARTY. As used in this subdivision, "all

Lynch and Shupe, LLP
700 Airport Blvd., Suite 410
Burlingame, CA 94010
(650) 579-5950

1 PROTECTED MATERIAL" includes all copies, abstracts, compilations, summaries or any other
 2 form of reproducing or capturing any of the PROTECTED MATERIAL. With permission in writing
 3 from the DESIGNATING PARTY, the RECEIVING PARTY may destroy some or all of the
 4 PROTECTED MATERIAL instead of returning it. Whether the PROTECTED MATERIAL is
 5 returned or destroyed, the RECEIVING PARTY must submit a written certification to the
 6 PRODUCING PARTY (and, if not the same person or entity, to the DESIGNATING PARTY) by
 7 the sixty (60) day deadline that identifies (by category, where appropriate) all the PROTECTED
 8 MATERIAL that was returned or destroyed and that affirms that the RECEIVING PARTY has not
 9 retained any copies, abstracts, compilations, summaries or other forms of reproducing or capturing
 10 any of the PROTECTED MATERIAL. Notwithstanding this provision, COUNSEL are entitled to
 11 retain an archival copy of all pleadings, motion papers, transcripts, legal memoranda, correspondence
 12 or attorney work product, even if such materials contain PROTECTED MATERIAL. Any such
 13 archival copies that contain or constitute PROTECTED MATERIAL remain subject to this
 14 Protective Order as set forth in Section 4.0 (DURATION), above.

15 **12.0 MISCELLANEOUS.**

16 **12.1 RIGHT TO FURTHER RELIEF.** Nothing in this Order abridges the right of any
 17 person to seek its modification by the Court in the future.

18 **12.2 RIGHT TO ASSERT OTHER OBJECTIONS.** By stipulating to the entry of this
 19 Protective Order, no PARTY waives any right it otherwise would have to object to disclosing or
 20 producing any information or item on any ground not addressed in this Stipulated Protective Order.
 21 Similarly, no PARTY waives any right to object on any ground to use in evidence of any of the
 22 material covered by this Protective Order.

23
 24 ///

25 ///

26 ///

27 ///

28 ///

1 IT IS SO STIPULATED, THROUGH THE PARTIES AND/OR THEIR COUNSEL OF
2 RECORD. *October 7, 2010*

3 Dated: September, 2010

LYNCH AND SHUPE, LLP

4
5 By 

John A. Shupe, Esq., Attorneys for
Defendants

6
7 Dated: September 18, 2010

GREGORY NICHOLAS STESHENKO

8
9 By Gregory Steshenko

Digitally signed by Gregory Steshenko
DN: cn=Gregory Steshenko, c=US, email=gsteshen@yahoo.com
Reason: I agree to the terms defined by the placement of my
signature on this document
Date: 2011.02.27 04:44:17 -0800

Gregory Steshenko, in pro per

10
11
12
13 ORDER

14 PURSUANT TO THE PARTIES' STIPULATION, IT IS SO ORDERED

15
16 Dated: October 6, 2010



United States District/Magistrate Judge.

Lynch and Shupe, LLP
700 Airport Blvd., Suite 410
Burlingame, CA 94010
(650) 579-5950